



General Description of Works

Brink & Heath/ NMC JV were appointed by Coega Development Corporation for the construction of DCD Towers in the Coega IDZ. The project involved the construction of a 23 000m² wind turbine manufacturing production Warehouse. The facility with internal eaves height of 18.5m tubular steel wind towers ranging in sizes between 80 – 120m in length. The Structure comprises of concrete steel bases, structural steel lattice columns and steel framework roof and 600m² office block plus guard house.

Key Responsibilities

Focus Power Engineering were appointed as specialist sub-contractor by Brink & Heath/ NMC Construction JV for the following services:

- Steel Work Installations.
- Brick & Masonry Work
- Plastering & Painting thereof.
- Civil Engineering services i.e. water, sewer etc.
- Paving of 36 000m² with interlocker pave bricks, 80mm & 60mm types.
- Kerb & Channel.
- Building of manholes.

Project Team:

Employer:

Coega Development Corporation



Employers Rep : Mr Lamla Fihla

Contact No : (041) 403 - 0400

Sub-Contractor:

Focus Power Engineering Contact No. (041) 368 - 7305



Contracts Manager: Mr Sam Masisi PrTechEng

Site Agent: Victor Nelwamondo

Main Contractor

Brink & Heath/ NMC Construction JV



Contracts Manager: Mr Jaco Bekker

Contact No. : (021) 551 - 2640

1	Contractors Costs	
1.1	Original Contract Amount (Tender Amount) (Vat Incl)	7 724 838.41
1.2	Contract Award Amount (Scaled Down Scope): (Vat Incl)- Phase 1	7 724 838.41
1.3	Scheduled Quantities (Full Scope): (Vat Excl)	6 776 174.04
1.4	Contingencies @5%	0.00
Sub-Total		6 776 174.04
Add Vat @14%		855 611.53
Total Construction Costs:		7 631 785.57

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South Africa
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FOCUS POWER ENGINEERING

PO Box 70237
The Bridge
Port Elizabeth
6032

Tel: +27 (0)41 379 1426

ATTENTION : Mrs. SI Masisi

FAX NO: (086) 515 3883

Dear Madam,

CONTRACT : NEW FACTORY FOR DCD HEAVY ENGINEERING

BRINK & HEATH CONTRACT NUMBER: 2183

SUB-CONTRACT ORDER FOR: SUPPLY AND INSTALLATION PAVING AND PRECAST KERBING

We have pleasure in placing an order with you for the supply and fixing of the **SUPPLY AND INSTALLATION OF PAVING AND PRECAST KERBING** to the above project for the sum of **R 6 698 615.29** excluding VAT (refer attached quotation). The price shall be **FIXED**, and shall be subject to re-measurement in terms of the 1998 edition of the Standard specifications for road and bridge works for state authorities. Brink and Heath Civils reserves the right to vary the quantities or omit any of the work to be performed to the above said contract at its sole discretion.

This order is placed subject to the following Terms and Conditions, all of which take precedence over any other conditions.

SUB-CONTRACT TERMS AND CONDITIONS

1. THE AGREEMENT

- 1.1 All conditions of the Principal Agreement entered into between the Client and BRINK & HEATH CIVILS (PTY) LTD (hereinafter referred to as "BRINK & HEATH CIVILS") insofar as they relate or can be related to this Sub-Contract shall apply to and form part of this Sub-Contract Terms and Conditions as if specifically incorporated herein.
- 1.2 A copy of the Principal Agreement is available for inspection on request and the Sub-Contractor's failure to do so shall be deemed to be an irrefutable admission that he is fully aware of the provisions of the Principal Agreement.
- 1.3 The Sub-Contractor hereby waives, renounces and abandons any terms and conditions set out in his tender which are in conflict with the terms and conditions of the Principal Agreement, or these Terms and Conditions. The Sub-Contractor will be liable to the Client for any amount for which the Main Contractor may be held liable in terms of the Principal Agreement arising from or attributed to any breach by him of any provision under the Principal Agreement.
- 1.4 These Terms and Conditions shall take preference, should any of the terms and conditions of these Sub-Contract Terms and Conditions be in conflict or at variance with the terms of the Principal Agreement

Two handwritten signatures are present. The one on the left is a large, stylized signature, possibly reading 'J.B.'. The one on the right is a smaller, more compact signature.

2. WORKS INSURANCE

- 2.1 The Sub-Contractor will effect and keep in force policies issued by an Insurance Company covering:
 - 2.1.1 Public Liability Insurance for a sum of not less than R2 000 000,00 for any one accident.
 - 2.1.2 Common Law Liability Insurance in respect of all employees not covered in terms of the Occupational Health and Safety Act insurance requirements.
 - 2.1.3 All Risks Insurance covering the physical loss or damage to the plant, tools, equipment and materials etc used or intended for use in the performance of this sub-contract.
- 2.2 The Sub-Contractor will forthwith produce to BRINK & HEATH CIVILS conclusive evidence of its compliance with the above requirements. Should you fail to effect and keep in force the above insurances then without prejudice to BRINK & HEATH CIVILS' other rights in terms of this sub-contract or in law, we shall be entitled so to do and to recover the cost of so doing from you.
- 2.3 You hereby indemnify BRINK & HEATH CIVILS against and hold BRINK & HEATH CIVILS harmless for all and any claims by or on behalf of or relating to your workmen, employees, agents, visitors and all third parties without limitation in respect of injury or damage whatsoever nature or kind in any way arising out of or connected with the execution of the sub-contract works and howsoever arising.
- 2.4 Brink and Heath Civils will insure the works as required by the client. The Sub-Contractor raising an insurance claim will be responsibility for the Insurance excesses (deductibles).
- 2.5 The Sub-Contractor is free to inspect any Policies held by the BRINK & HEATH CIVILS by making prior arrangements during normal office hours.

3. SITE SAFETY

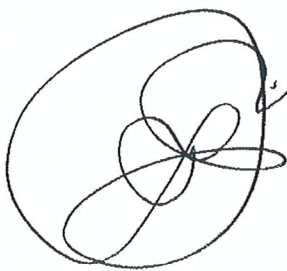
- 3.1 The Sub-Contractor will comply with the provisions of the Compensation for Occupational Injuries and Diseases Act (1993), Occupational Health and Safety Act (1993) and all municipal regulations and by laws applicable to his work as well as any safety related instructions which may be issued by BRINK & HEATH CIVILS from time to time.
- 3.2 The Sub-Contractor will at his cost provide his personnel with adequate protective clothing, equipment and safety hats and ensure compliance with the Site Safety Regulations and instructions given or advised to him from time to time by a BRINK & HEATH CIVILS authorised representative or a member of the BRINK & HEATH CIVILS Site Management team.
- 3.3 The Sub-Contractor agrees that the following arrangements and procedures shall apply in terms of section 37(2) of the OHAS Act (1993), The Sub-Contractor shall:
 - 3.3.1 Appoint in writing a Responsible Person for Health and Safety and lodge a copy of such appointment with BRINK & HEATH CIVILS;
 - 3.3.2 Furnish BRINK & HEATH CIVILS with proof of appointment of Health and Safety Representatives as required by the Act;
 - 3.3.3 Ensure that the Responsible Person appointed and all employees are aware of their responsibilities in terms of the Act, and that the Sub-Contract is carried out in accordance with the provisions of the Act;
 - 3.3.4 Ensure that all his employees have the necessary experience and training to carry out the work of the Sub-Contract.
- 3.4 The Responsible Person appointed in terms of the Act shall work with BRINK & HEATH CIVILS and other Sub-Contractors employed on the site, on a committee established specifically to ensure that the intentions of the Act are complied with insofar as work on this project is concerned.
- 3.5 The Sub-Contractor must lodge with BRINK & HEATH CIVILS a certificate confirming registration in terms of the above Act No. 130 of 1993 within 14 (fourteen) days of receipt of this letter of order, together with a receipt of payments.
- 3.6 In accordance with the Occupational Health and Safety Act of 1993, the Sub-Contractor is required to peruse the attached "Agreement with Mandatory" - marked Annexure "A" - and sign and return to the offices of BRINK & HEATH CIVILS the Acceptance by Mandatory, ensuring his undertaking to abide by the requirements, regulations and provisions of the Act of 1993.

4. JURISDICTION

- 4.1 The Sub-Contractor and his employees, agents and visitors on the contract site and all plant, equipment and materials caused to be brought thereon at your instance shall at all times be subject to the jurisdiction, directives and instructions of the BRINK & HEATH CIVILS Site Manager or a representative authorised by BRINK & HEATH CIVILS.
- 4.2 The Sub-Contractor shall observe and strictly follow all regulations and requirements of the Engineer and/or Employer with regard to safety and environmental protection measures and shall at all times comply with the Authorities' requirements.

5. DUE FULFILMENT

- 5.1 Should the Sub-Contractor, following receipt of written instruction from BRINK & HEATH CIVILS, fail within 3 working days to fulfil any of his obligations in complying with the Principal Contract, BRINK & HEATH CIVILS reserves the right to introduce such additional resources as may be required to maintain the programme. Additional costs, loss or damage which may be incurred by BRINK & HEATH CIVILS implementing this condition, will be offset in the first instance against any monies due and thereafter against any guarantees or retention monies held.

 J.B.


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20. **PAYMENT**

- 20.1 All claims for progress payments must be made in writing to reach the BRINK & HEATH CIVILS offices not later than the 20th of each month. Subject to the Sub-Contractors work and/or materials being certified by the person designated under the Main Contract, the amounts established to be due to the Sub-Contractor, less retention referred to in this agreement, will be paid to the Sub-Contractor.
- 20.2 Payment shall become due to the Sub-Contractor within 5 days of receipt by BRINK & HEATH CIVILS of payment from the employer in terms of the monthly statement submission. Such payment shall be made within the period stated provided BRINK & HEATH CIVILS has received payment from the Client.
- 20.3 Payment will only be released on receipt of a Tax invoice, indicating the Sub-Contractor's V.A.T. registration number, by BRINK & HEATH CIVILS.
- 20.4 All invoices to be directed to: BRINK & HEATH CIVILS
PO Box 36617
Chempet
7442
Or to
bekker@brinkheath.co.za
- 20.5 No payment will be made for any materials stored off site.

21. **RETENTION**

- 21.1 Retention equal to 10% of any interim payments, to a maximum of 10% of the sub-contract amount inclusive of allowances for contingencies and contract price adjustment (if any), will be withheld. The retention amount will be reduced to 5% upon receipt of the certificate of completion of this portion of the works by the employer and all further retention due will be released upon receipt of the Final Approval Certificate from the employer upon the end of the defects and liability period.

22. **DOMICILE**

- 22.1 For all purposes of an incidental hereto including, but not by way of limitation, and giving of any notice and the serving of any process, you choose domicilium citandi et executandi at your address and telefax number appearing on the order.

23. **COMPANY RESOLUTION**

- 23.1 A Resolution by the Board of Directors is required authorizing signing powers to the relevant person representing the Sub-Contractor.

24. **INDULGENCE**

- 24.1 No indulgence or relaxation by BRINK & HEATH CIVILS is to be construed as a waiver of rights under this Sub-Contract.

Kindly acknowledge acceptance of this order within 14 days of receipt, by returning the duplicate copy duly signed in space provided and all pages initialed, together with all documentation required as per this agreement, to the offices of brink & Heath Civils, Link Close Street 1, Montague Gardens.

Should you have any query regarding this Contract, your contact personnel are:

CONTRACTS MANAGER : Colin Brown 083 259 3130

Yours faithfully
BRINK & HEATH CIVILS (PTY) LTD


..... J.B.
Jaco Bekker
Commercial Manager
Brink & Heath Civils
073 169 697





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8/4/2014

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Montague Gardens
CAPE TOWN
7441

Me. Sam'ke Masisi
FOCUS POWER ENGINEERING
Unit 1, Gecko Business Park,
9 Buffelsfontein Road
Mount Pleasant
PORT ELIZABETH
6070

Confirmation of work done

With this letter we are pleased to confirm that FOCUS POWER ENGINEERING was appointed as a sub-contractor on our DCD WINDTOWERS site in CDC, our contract no.: 2183. The value of work completed at the end of the project was R 5,291,836.92 excl. VAT. Our team on site is very happy with the work done and would like to wish you the best of luck for all future ventures.

Jaco Bekker
Commercial Manager
NMC Civils (Pty) Ltd
073 169 6970

SETTING THE CONSTRUCTION STANDARD

a member of the **NMC** Construction Group

CIDB CEB | CIDB SB7 | Level 3 BBBEE

NMC Civils (Pty) Ltd. REGISTRATION NO: 1997/019604/07

DIRECTORS: CA Adonis AJ Vlok SK Webber (CEO)

EXECUTIVE: MJ Burger GG De Sousa A Fourie WJ Joubert BB Simelane